

Alaska Arctic Adventures

Professional Guide Services Agreement

This agreement is made between Alaska Arctic Adventure (AAA) and the below signed "Client", for guide services in connection with a caribou/grizzly hunt in the state of Alaska under the following terms and conditions:

1. The conduct of any hunting activity in the state of Alaska is done in conditions that are hostile and unpredictable. Extremely dangerous terrain, weather, water and animals are likely to be encountered during the conduct of any hunt in Alaska, and Client represents and warrants that they understand and are fully prepared mentally and physically for the challenges that may be encountered in the dangerous weather, terrain and ever changing conditions found in the state of Alaska. Client agrees to indemnify and hold harmless AAA, of and from, any and all claims, demands, actions, causes of action, losses, damages, lawsuits, including reasonable attorneys' fees and court costs related to, or arising out of any services or goods provided under this agreement. AAA's sole obligation and the Clients' exclusive remedy with respect to any service provided under this Agreement shall be the refund of the purchase price actually paid by the Client less any fees paid to third parties on behalf of Client, to be **solely** applied to the issuance of a new hunt of equal or lesser value to be booked with AAA. AAA shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to services rendered by AAA, or any undertaking, acts, or omissions relating thereto.
2. AAA shall provide the services of a licensed Alaska Guide to offer advice and guidance on the areas to hunt, guidance on the probable, not guaranteed, location of suitable game animals and assistance with the conduct of the hunt. The services rendered under this Agreement are advisory in nature only. Nothing contained herein is intended or shall be construed as any guarantee of a successful taking of any animal or species.
3. The cost of the basic services and fees provided under this agreement are as listed below. This cost does **not** include transportation to or from the hunt site base camp, transport of trophies, license or tag fees, and accommodations/meals before or after the dates specified below or any other incidental expenses of the Client. Additional fees for trophy transport and/or air transport for hunts are set forth in paragraph 4 below. Client shall make specified deposit immediately upon execution of this Agreement to hold the booking date. Specified deposit shall be made on or before January 1st of the year of agreed hunt for hunts booked more than 1 year in advance. Remaining balance is due by June 1 of the year of the intended Hunt. Deposits are non-refundable, however, AAA may, but is not obligated to, rebook prior to the start date specified below. All late payments will incur a \$25 late fee for every week late. Once client's accounts become 30 days late for deposits/Jan 1st yearly payments or 15 days late for Final Balances, the hunt contract will be void with all payments to date lost, with no refund given to client.

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4. Hunts require a Charter Flight. The price of the Charter Flight is to be set by the Charter Company and is payable to the Charter Company directly. Prices of charter services are subject to change at Charter Company's discretion from year to year. Expert trophy care will be provided for the duration of the hunt. Upon completion of the hunt, AAA will assist with expediting trophies and meat if client wishes, but can assume no responsibilities for lost or payable at the conclusion of the hunt. If Client chooses to have their trophy or meat transported to the local Expeditor, there will be a set fee **per trophy**. This transporting fee does not include any additional trophy prep nor does it include any shipment or shipment prep while in the hands of the Expeditor or third parties. AAA will assist with expediting trophies but will assume no responsibilities for lost or damaged trophies by any third parties.
5. Client will incur no additional fees for hunts prolonged to weather, logistics or other circumstances. Days lost due to weather, logistics or other circumstance will not be refunded. Weather circumstances for transportation are at the sole discretion of the pilot. Additional lodging or travel expense incurred due to hunt may end at the sole discretion of the guide based on weather considerations, logistics or other circumstances making the scheduled ending date less desirable.
6. This hunt shall be conducted in game management areas in the state of Alaska. Client understands there may be other hunters or persons present in or about the area being hunted. Client understands that under certain conditions, in the opinion of the guide, it may be advantageous to group one or more hunters or persons together. If Client does not consent to a grouping, Clients' hunt may terminate at the sole and exclusive discretion of the guide and no refund shall be made.
7. Hunts conducted in some areas may require the use of aircraft to reach the hunt site. AAA is not responsible for delays in accessing or departing any hunt site requiring the use of aircraft. In the event the hunt area, season, or species is closed by emergency or regulatory order of the Alaska Department of Fish & Game or access is restricted or denied by the uplands manager, no refunds shall be made. However, if possible, AAA will reschedule the hunt to the next available date at no fee to the client. Client has considered purchasing a trip insurance policy to cover such unforeseen and uncontrollable circumstances.
8. Under the laws of Alaska, it is permissible, under certain circumstances, to take a species on a tag for a different species, provided the tag fee for that species to be taken is **less** than the tag fee of the tag in the Clients' possession. In the event the Client decides to take a lower tag fee animal, there shall be no refund of any money paid under this Agreement.
9. It is the Clients' sole responsibility to obtain the proper licenses, tags, and harvest tickets for the game management unit they will be hunting in, **prior** to the conduct of their hunt.
10. AAA shall provide Client with a suggested gear list prior to the Hunt. This list is not intended to be a complete list of all equipment that Client may ultimately need or desire and is for guidance purposes only. AAA is not responsible for any lost or damaged equipment of Client.

Initial _____

11. AAA shall provide food, water and shelter during the Hunt. Client acknowledges and understands that water may be obtained from streams, rivers or lakes and that such water is not guaranteed to be free of contaminants or disease. Client is responsible for ensuring his/her own water is properly treated for consumption.
12. AAA shall undertake all reasonable efforts to recover any animal that is shot by Client. Client acknowledges and understands that under certain conditions, and in the sole opinion of the guide, recovery of an animal may not be possible due to safety or access considerations. Any animal that is not recovered shall be treated as "taken" for purposes of this agreement and the Hunt shall be concluded without refund, including trophy fees.
13. All media, to include but not limited to, pictures, video, and audio recording taken by AAA during the course of the Hunt are the sole property of AAA. AAA will not supply any copies of videography to clients taken during the Hunt. Clients can, however, book a videographer of their choice to come along on the Hunt for a non-hunting client fee.
14. Any information with regards to specific hunt locations will not be disseminated publicly by clients and will be held confidential unless given written consent by AAA.
15. Tips or gratuities are not included in this Agreement and are at the discretion of the Client. Gratuities based on the total price are suggested for services well performed, and should be paid directly to your guide, cooks, skinner, packers and similar camp-hands for excellent services provided to Client.
16. This agreement contains the entire agreement between the parties and supersedes and replaces all other agreements. No other representation, promise or stamen whether oral or written shall be binding unless duly executed in writing by both parties manifesting their express intent to be bound.
17. This Agreement shall be considered made and entered into in the state of Alaska and the laws of the state of Alaska shall govern. The parties consent to the sole and exclusive jurisdiction of the state of Alaska for all interpretations or actions arising out of or related in any way to this Agreement.
18. To the extent any individual provision of this Agreement is deemed unenforceable or invalid, it shall not render this Agreement null and void and all surviving terms and conditions shall continue in force.
19. It is required by the state of Alaska that you return this contract to us upon receiving it. If a client chooses not to return or sign a contract they will not be taken on the guided hunt and they forfeit their hunt to be resold without deposits returned. If a client in any way alters this contract from its original state from Alaska Arctic Adventures, they understand that the contract will become void. If a contract is altered by the client, they accept that their deposits will not be refunded and the hunt will be resold.

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**ALASKA ARCTIC ADVENTURES
SERVICE AGREEMENT & DEPOSIT RECEIPT**

CLIENT NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
PHONE NUMBER: _____

DEPOSIT AMOUNT: \$ _____ (50% OF TOTAL COST)(25% IF HUNT IS BOOKED MORE
THAN 1 YEAR IN ADVANCE)
(INSTALLMENT 2) \$ _____ (25% DUE JAN 1 FOR YEAR OF HUNT FOR HUNTS
BOOKED MORE THAN 1 YEAR IN ADVANCE)
REMAINING BALANCE: \$ _____ (50% DUE BY JUNE 1 OF YEAR OF HUNT)
TOTAL TRIP COST: \$ _____ (LICENSE, TAG(S), HARVEST TICKETS AND AIR
CHARTER FEES NOT INCLUDED)

TRIP DATES: _____
HUNTER TO GUIDE RATIO: _____ (CIRCLE ONE) RAFT HUNT FLY-IN HUNT

The above deposit was received by ALASKA ARCTIC ADVENTURES for the following services:

Trophy Fees for additional animals being taken during the above scheduled hunt are as follows:
Fee deposit is due to AAA, upon arrival in base camp, via personal check or cash, prior to hunting,
killing, or wounding an animal and will be immediately refunded if unsuccessful.

<u>Species</u>	
GRIZZLY BEAR	\$ _____ EACH
ADDITIONAL CARIBOU	\$ _____ EACH

CLIENT AGREES TO TROPHY TRANSPORT FEE (TO FAIRBANKS) \$ _____ PER TROPHY
CLIENT AGREES TO AIR CHARTER FEES OF APPROXIMATELY: \$ _____

CLIENT HEREBY AGREES TO THE TERMS LISTED ABOVE. CLIENT HAS READ, UNDERSTOOD, AND AGREED
TO THE HUNT GUIDELINES LISTED WITHIN THIS CONTRACT.

CLIENT SIGNATURE / PRINTED NAME

REGISTERED GUIDE SIGNATURE

GUIDE REGISTRATION NUMBER

DATE CONTRACT SIGNED

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